



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SCHEDULE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsadvantage.gov>

**MULTIPLE AWARD SCHEDULE (MAS) – INFORMATION TECHNOLOGY**

**CONTRACT NUMBER:** 47QTCA18D0077

**CONTRACT PERIOD:** February 15, 2018 through February 14, 2023

**PRICELIST CURRENT THROUGH:** Mass Mod A812, MAS – 4/3/2020

For more information on ordering, visit [www.gsa.gov/schedules](http://www.gsa.gov/schedules)

**CONTRACTOR:** IT Management Corporation  
4340 Stevens Creek Blvd, Ste 225  
San Jose, CA 95129-1102  
(408) 837-7000 (telephone)  
(408) 739-1101 (facsimile)  
[www.it-management.com](http://www.it-management.com)

**CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:**

Ramin Movahedi  
IT Management Corporation  
4340 Stevens Creek Blvd, Ste 225  
San Jose, CA 95129-1102  
(408) 837-7000 (telephone)  
(408) 739-1101 (facsimile)  
[rmovahedi@101voice.com](mailto:rmovahedi@101voice.com)

**BUSINESS SIZE:** Small Business



## TABLE OF CONTENTS

CUSTOMER INFORMATION.....	3
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PURCHASE OF NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411).....	5
TERMS AND CONDITIONS APPLICABLE TO SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.....	8
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S).....	11
LABOR CATEGORY RATES.....	14
LABOR CATEGORY DESCRIPTIONS.....	15

## CONTRACTOR INFORMATION

### 1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

#### Large Category: Information Technology

SIN 33411	Purchase of New Electronic Equipment
SIN 54151	Software Maintenance Services
SIN 54151S	IT Professional Services
SIN ANCILLARY	Ancillary Supplies and/or Services
SIN OLM	Order-Level Materials

### 1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN 33411                      IPSCMRMDB    8.31

### 1c. HOURLY RATES: See page 18

### 2. MAXIMUM ORDER: See NOTE TO ORDERING ACTIVITIES (below)

SIN 33411	\$500,000
SIN 54151	\$500,000
SIN 54151S	\$500,000
SIN ANCILLARY	\$250,000
SIN OLM	\$250,000

NOTE TO ORDERING ACTIVITIES: \*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned Contractor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

### 3. MINIMUM ORDER: \$100

### 4. GEOGRAPHIC COVERAGE: 50 States, DC and US Territories

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

### 5. POINT(S) OF PRODUCTION: Same as contractor's address.

### 6. DISCOUNT FROM INTERNAL RATE:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

### 7. QUANTITY DISCOUNT: >\$400k, 1%

### 8. PROMPT PAYMENT TERMS: Net 30 Days

### 9. GOVERNMENT PURCHASE CARD:

Accepted for sales at or below the micro-purchase threshold. Not accepted for purchases above the micro-purchase threshold.

### 10. FOREIGN ITEMS: None

- 11a. **TIME OF DELIVERY:** 30 Days ARO
- 11b. **EXPEDITED DELIVERY:** Please contact the Contractor for availability and rates.
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Please contact the Contractor for availability and rates.
- 11d. **URGENT REQUIREMENTS:** N/A
12. **FOB POINT:** Origin
- 13a. **ORDERING ADDRESS:** Same as contractor address above
- 13b. **ORDERING PROCEDURES:**  
Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](https://fss.gsa.gov/schedules)).
14. **PAYMENT ADDRESS:** Same as contractor address above
15. **WARRANTY PROVISION:**
16. **EXPORT PACKING CHARGES:** Not Applicable
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Government purchase cards will be acceptable for payment below the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**  
Not Applicable
19. **TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):**  
Not Applicable
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** None
21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable
22. **LIST OF PARTICIPATING DEALERS:** None
23. **PREVENTIVE MAINTENANCE :** None
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** None
- 24b. **SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY:**  
Not Applicable
25. **DUNS NUMBER:** 078804864
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PURCHASE OF NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

### **1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

### **2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

### **3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

### **4. INSTALLATION AND TECHNICAL SERVICES**

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:  
b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

### **5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

### **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

***\*\*Contractor is to insert commercial warranty clauses.\*\****

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

#### **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

#### **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

#### **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

## **SIN 33411 PRODUCT OFFERINGS AND PRICING**

IT Management Corporation was established in 2009 as a new generation IT solution provider focusing on sustainability, network conversion, and business alignment. We're a highly qualified and professional voice and data network consulting and service organization. IT Management combines its professional and managed services with technologies from leading vendors to provide you with the best solution to your needs with consideration of industry standards and reliability. We can assist you in designing strategy, architecture, and technology roadmaps that become the blueprint of your vision.

See GSA Advantage for the product offerings and pricing.

## **TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES AND PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

### **1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

### **2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

### **3. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### **4. TECHNICAL SERVICES**

The Contractor, with additional charge to the Government, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in support of the software.

### **5. SOFTWARE MAINTENANCE**

- a. Software maintenance as it is defined: (select software maintenance type) :

\_\_\_\_\_ 1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

\_\_\_X\_\_\_ 2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.



Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (not applicable)**

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

**8. TERM LICENSE CESSATION (not applicable)**

a. After a software product has been on a continuous term license for a period of \_\_\_\_\_\* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **10. SOFTWARE CONVERSIONS - (SIN 511210) (not applicable)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **12. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

***NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

### **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule

contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

## SIN 54151S IT LABOR CATEGORIES – PRICING

LABOR CATEGORY	Award date of Mod PS-0005 to 2/14/2019	2/15/2019 to 2/14/2020	2/15/2020 to 2/14/2021	2/15/2021 to 2/14/2022	2/15/2022 to 2/14/2023
Subject Matter Expert	\$291.28	\$300.02	\$309.02	\$318.29	\$327.84
Sr. Enterprise Architect	\$251.79	\$259.34	\$267.12	\$275.14	\$283.39
Sr. Project Manager	\$192.54	\$198.32	\$204.27	\$210.39	\$216.71
Project Manager	\$143.17	\$147.47	\$151.89	\$156.45	\$161.14
Sr. Technical Lead	\$192.54	\$198.32	\$204.27	\$210.39	\$216.71
Sr. Network/Systems Engineer	\$162.92	\$167.81	\$172.84	\$178.03	\$183.37
Network/Systems Engineer	\$133.30	\$137.30	\$141.42	\$145.66	\$150.03
Infrastructure Cabling Designer	\$162.92	\$167.81	\$172.84	\$178.03	\$183.37
Technical Lead**	\$143.17	\$147.47	\$151.89	\$156.45	\$161.14
Technical Support Associate**	\$78.99	\$81.36	\$83.80	\$86.31	\$88.90
Fiber Technician**	\$108.61	\$111.87	\$115.22	\$118.68	\$122.24
Copper Technician**	\$93.80	\$96.61	\$99.51	\$102.50	\$105.57
Field Technician**	\$93.80	\$96.61	\$99.51	\$102.50	\$105.57

## SIN 54151S DESCRIPTION OF IT SERVICES (Labor Categories)

<i><b>Title</b></i>	<i><b>General Experience</b></i>	<i><b>Specific Experience &amp; Position Scope</b></i>	<i><b>Education Level/Experience:</b></i>
Subject Matter Expert	IT Subject Matter Expert possesses at least ten years' experience in information systems management, implementation, technical and functional design, systems development, configuration, or analysis of the specific product or programmatic functions.	Provides technical and managerial expert consultative support to functions as part of the project. Provide experienced, high-level functional system development or analysis. Position incorporates the design, integration, documentation, implementation and analysis on complex problems requiring knowledge of the technical subject matter. Makes recommendations and advises on organization-wide systems improvements, optimization or maintenance efforts for a technical, functional area which may include: Distributed Systems Development, Web, Intranet, Converged Networking, Network Automation, Unified Communication Platforms, Client-Server Development, Database Design and Development, Integration Services, IT Strategic Planning, Systems Analysis and Needs Assessment, and Business Process Design or Reengineering. The IT Subject Matter Expert, based on experience and expertise may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Master's Degree (Information Technology, Business, or relevant subject matter) or equivalent professional experience.
Sr. Enterprise Architect	The Sr. Enterprise Architect possesses at least seven years' experience in information systems implementation, change management efforts or business process redesign.	Sr. Enterprise Architect applies their experienced management skills and specialized functional and technical expertise to guide project teams in delivering client solutions by architecting a customized IT solution for the customer. Sr. Enterprise Architect provide subject matter expertise in industry, process or technology areas. A Sr. Enterprise Architect is qualified to perform such tasks as: A) Plan and manage the work of information systems project teams. B) Design and implement new organization structures. C) Conceptual design along with detail architecture and development of the solution. D) Assist an organization to translate its vision and strategy into core human resource and business processes. E) Lead clients through streamlining, re-engineering and transforming business processes.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacturer Technical Certifications.

Sr. Project Manager	The Sr. Project Manager possesses at least seven years' experience with related IT projects. The Sr. Project Manager has experience planning and managing IT projects and has had extensive experience in the execution of IT projects. They have demonstrated ability to successfully manage large enterprise IT projects to achieve the desired results on schedule and within budget	Sr. Project Manager will provide both high-level and day-to-day direction and management control of large or complex IT projects. The Sr. Project Manager is responsible for developing the overall project work plan and monitors the execution of the project against the work plan. The Sr. Project Manager provides technical and functional guidance to the project teams, monitors the progress of tasks and deliverables, tracks and reports project status to the client, and ensures that all critical project issues are addressed.	Master's Degree (Information Technology or Business) or equivalent professional experience.
Sr. Technical Lead	The Sr. Technical Lead possesses at least five years' experience in information systems implementation, technical and functional design, development, configuration, or leading large IT integration project(s) as a key resource.	Provides technical and managerial expert consultative support to a functional area of the project. Provide extremely detailed functional system development or analysis. Position includes the design, integration, documentation, implementation, and leading the technical team in their day-to-day responsibilities and tasks to execute the project. Makes technical recommendations in the areas such as: Distributed Systems Development, Web, Intranet, Converged Network, Network Automation, Wireless Communication, Client-Server Development, Database Design and Development, Integration Services, IT Strategic Planning, Systems Analysis and Needs Assessment, and Business Process Reengineering. The Sr. Technical Lead, based on experience and expertise may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacture Technical Certifications.
Sr. Network/Systems Engineer	Sr. Network/Systems Engineer possesses at least five years' experience in information systems implementation, change management, business process redesign, including at least 12 months experience in advance technologies.	Provides high-level support to the technical team while implementing and deploying the majority of the solution. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. The Sr. Network/Systems Engineer, based on experience and expertise may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacturer Technical Certifications.



Infrastructure Cabling Designer	Infrastructure Cabling Designer possesses at least four years of experience performing network/cabling infrastructure systems design, deployment, testing, conversion, and production support tasks on large-scale campus LAN/MAN Copper or Fiber infrastructure. Infrastructure Cabling Designer has strong analytical and technical skills and has been trained to use best practices in development methodology.	Infrastructure Cabling Designer applies their broad technical skills and expertise to design a network cabling infrastructure for LAN/MAN/WAN or WLAN applications and guide project teams in delivering client solutions. Infrastructure Cabling Designer provides subject matter expertise in industry, process, or technology areas such as Fiber, Copper and related infrastructure components. An Infrastructure Cabling Designer is qualified to perform such tasks as: A) Plan and manage the work of information systems project teams. B) Design and implement new or improved existing Communication Infrastructure Networks. C) Conceptual design and development of training curricula. D) Assist an organization to translate its vision and strategy into core human resource and business processes. E) Lead clients through streamlining, re-engineering and transforming business processes.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience.
Technical Lead**	The Technical Lead possesses at least three years' experience in information systems implementation, technical and functional design, development, configuration, or leading IT integration project(s) as a resource.	Provide very detailed functional system development or analysis. Position includes design, integration, documentation, implementation and leading the technical team in their day-to-day responsibilities and tasks to execute the project. Contributes and directly contributes to the project success in the areas such as: Distributed Systems Development, Web, Intranet, Converged Network, Network Automation, Wireless Communication, Client-Server Development, Database Design and Development, Integration Services, IT Strategic Planning, Systems Analysis and Needs Assessment, and Business Process Engineering and Reengineering.	Associate's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacture Technical Certifications.
Project Manager	The Project Manager possesses at least three years' experience with related IT projects, planning, and managing IT projects and has extensive experience in the execution of IT projects. They have demonstrated the ability to manage IT projects to achieve the desired results on schedule and within budget.	The Project Manager provides day-to-day direction and control of IT projects. The Project Manager is responsible for developing the project/task work plan and monitors progress against the work plan. They provide technical and functional guidance to the project teams, monitor the progress of tasks and deliverables, track and report the project status to project and program management, and ensure that all critical project issues are addressed.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience.

Network/Systems Engineer	The Network/Systems Engineer possesses at least three years' experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in advance technologies.	Contribute in the execution of the day-to-day tasks and support of the project along with implementing and deploying the major portions of the solution. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. The Network/Systems Engineer, based on experience and expertise, may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacturer Technical Certifications.
Fiber Technician**	The Fiber Technician possesses at least three years' experience in LAN/MAN and WAN Fiber Optic Network Infrastructure, installation, testing, termination, troubleshooting and a major contributor to the project.	The Fiber Technician applies their specialized technical skills of Fiber Optic Single mode and Multimode solutions along with technical expertise to support LAN/MAN/WAN and/or WLAN infrastructure. A Fiber Technician is qualified to perform such tasks as: A) Install and terminate Fiber Optic cables and connectors; B) Troubleshoot and implement new or existing Fiber Optic Infrastructure Networks; C) Test and Documentation of the infrastructure system; D) Install and troubleshoot rack infrastructure systems to maintain and house the cabling solution; E) Install and connect the Network Electronic components required to utilize the physical layer infrastructure.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.
Copper Technician **	The Copper Technician possesses at least three years' experience in LAN/MAN and WAN Copper Network Infrastructures such as CAT5, CAT6 or CAT7 cabling solution, installation, testing, termination, troubleshooting, and a major contributor to the project.	The Copper Technician applies their specialized technical skills of Copper Network Infrastructure such as CAT5, CAT6 or CAT7 cabling solutions, along with technical expertise to support LAN/MAN/WAN and/or WLAN infrastructure. A Copper Technician is qualified to perform such tasks as: A) Install and terminate outdoor/indoor copper cables and connectors; B) Troubleshoot and implement new or existing copper infrastructure networks; C) Test and Documentation of the infrastructure system; D) Install and troubleshoot rack infrastructure systems to maintain and house the cabling solution; E) Install and connect the Network Electronic components required to utilize the physical layer infrastructure.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.

Field Technician **	The Field Technician possesses at least three years' experience in LAN/MAN and WAN Infrastructure installation, testing, termination, troubleshooting of IT Equipment, and a contributor to the project.	The Field Technician analyses functional and technical requirements, prepares system designs and specifications, and perform system development, testing, conversion, and production support tasks. They also develop required systems and operation documentation. A Field Technician is qualified to perform such tasks as: A) Install of network and systems per design specifications; B) Troubleshoot and implement new or existing systems/networks; C) Test and documentation of the systems/networks.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.
Technical Support Associate **	Technical Support Associate possesses at least eighteen months experience in Information Technology. Typically has specialization in particular software or business application utilized in an end-user environment.	Provides high-level support to users. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. The Technical Support Associate, based on experience and expertise, may be involved in any or all stages of a project to include: consulting, support, implementation, operation and/or training.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.

The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (\*\*) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e. nationwide).

### SCA Wage Determination

Labor Category	SCA Equivalent Code	Occupation Code	WD Number	Date of Revision
Technical Lead	Engineering Technician VI	30086	2015-5641	7/3/2018
Fiber Technician	Engineering Technician V	30085	2015-5641	7/3/2018
Copper Technician	Engineering Technician IV	30084	2015-5641	7/3/2018
Field Technician	Engineering Technician IV	30084	2015-5641	7/3/2018
Technical Support Associate	System Support Specialist	14170	2015-5641	7/3/2018